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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

EMPLOYEE PAINTERS' TRUST; NORTHERN
NEVADA PAINTERS AND ALLIED TRADES
JOINT APPRENTICESHIP AND TRAINING
TRUST FUND, each acting by and through its
designated fiduciary, Todd Koch; and
INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES INDUSTRY PENSION
TRUST FUND, acting by and through its
designated fiduciary, Gary J. Meyers,

Plaintiffs,

v.

SIMAS FLOOR COMPANY, INC., a Nevada
Corporation; GAIL SIMAS WARD, an Individual;
GREAT AMERICAN INSURANCE COMPANY,
a foreign corporation; SIMAS FLOOR CO, INC., a
California Corporation doing business as ROBERT
SIMAS FLOOR CO.; JAMES EDWARD SIMAS,
an Individual and Sole Proprietor doing business as
J.E. SIMAS FLOORS; CARMICHAEL FLOOR
COMPANY, a foreign corporation; PLATTE
RIVER INSURANCE COMPANY, a foreign
corporation; BISON CONSTRUCTION, a Nevada
Corporation; BROWN CONSTRUCTION, INC., a
foreign corporation; GLEN/MAR
CONSTRUCTION, INC., a foreign corporation; K-
W WESTERN, INC., a Nevada Corporation; K7
CONSTRUCTION, INC., a Nevada Corporation;
FRANK LEPORI CONSTRUCTION, INC., a
Nevada Corporation; PELLETT
CONSTRUCTION, LLC, a Nevada limited liability
company; SUNSERI CONSTRUCTION, INC., a
foreign corporation; WESTERN SURETY
COMPANY, foreign corporation; TRAVELERS

Case No.: 2:12-CV-00848-KJD-VCF

**NOTICE AND ORDER OF
VOLUNTARY DISMISSAL OF
DEFENDANT K7
CONSTRUCTION, INC.
WITHOUT PREJUDICE
[FRCP 41(a)(2)]**

CASUALTY AND SURETY COMPANY OF
AMERICA, a foreign corporation; MYRON
MARTIN, an Individual; RHONDA MARTIN, an
Individual; THOMAS PELLETT, an Individual;
SABRINA PELLETT, an Individual; JOHN DOES
I - X; and ROES ENTITIES, I-X,

Defendants.

The above-named Plaintiffs, acting by and through their counsel, Christensen James & Martin, pursuant to FRCP Rule 41(a)(2), do hereby dismiss their claims in the above-entitled action without prejudice as against Defendant K7 CONSTRUCTION, INC. ("K7") only.

This dismissal is based upon the representation of K7 that it has not done any work or contracted with J.E. Simas Floors or Carmichael Floor Company to date. If it is later discovered otherwise, the Plaintiffs shall have the right, notwithstanding this order or any other Settlement Agreement or Release, to collect payment from K7 for any delinquency resulting from such work or contract.

DATED this 5th day of September, 2012.

CHRISTENSEN JAMES & MARTIN

By: /s/ Sara D. Cope

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IT IS SO ORDERED.

Dated this 17th day of Sept., 2012.


DISTRICT COURT JUDGE